

CRM SOFTWARE SUBSCRIPTION AGREEMENT & TERMS OF USE



Preamble

This CRM Software Subscription Agreement (this "Agreement") is by and between Lasso Data Systems Inc. ("Lasso") and the Client specified on the Lasso Authorization Form ("Client") and applies to Client's use of Lasso:

- a) Lasso provides an on-demand CRM software application which allows the Client and Client's Users to manage its own proprietary data and communicate with its prospects and customers ("CRM Software Service").
- b) This CRM Software Service is delivered as a subscription service over the Internet via either a Single Project Subscription or an Unlimited Subscription as authorized and indicated on the Client Authorization Form. As part of the CRM Software Service Lasso provides User access, support enquiries via email and telephone, data hosting, daily IT administration, data security and back-up processes ("Monthly Support Services").
- c) Lasso also provides project setup, training, consulting and other services that assist Client to use the CRM Software Service ("Professional Services").

Definitions

- a) "User" means a person who is a director, officer, employee or agent of Client who is authorized to access the CRM Software Services in order to use its functionality.
- b) "Customer" means a potential or existing customer of Client.
- c) "Client Data" has the meaning set out in section 5.1.
- d) "Project" is defined as a single database. A Project may be setup with distinct attributes specific to data sharing, management, reporting or intended usage.
- e) "Single Project Subscription" is defined as access, usage and support for one Project.
- f) "Unlimited Subscription" is defined as access, usage and support for unlimited Users and Projects. Related entities operating on a stand-alone basis or in separate geographic operating regions require separate subscriptions.
- g) "Client Authorization Form" means a standard Lasso form setting out Project name, legal entity, fees and inclusions that is signed by an authorized signing authority of Client.
- h) "CRM Software Services" has the meaning set out in the Preamble.
- i) "Monthly Support Services" has the meaning set out in the Preamble.
- j) "Professional Services" has the meaning set out in the Preamble.
- k) "Services" collectively means the CRM Software Services, Monthly Support Services, and Professional Services.

TERMS OF USE

1. Description of Services

- 1.1. Lasso will provide the Services to Client. Client may allow its Users to access the Services in order to use its functionality, but only in conjunction with the Client's business. Under no circumstances can Client allow other commercial entities (including, without limitation, Client's affiliates or business partners) to access the Services. Client is prohibited from providing or repurposing the Services to other parties in any manner, including as a service bureau or application service provider.
- 1.2. Client may use the CRM Software Services either for a single Project or for unlimited Projects based on subscription category designated on the Client Authorization Form. Each new Project is initiated via the Lasso implementation checklist and each Project may be terminated in accordance with section 7.
- 1.3. Client may authorize up to the number of users as may be authorized on the Client Authorization Form. Client may add additional Users beyond the authorized number at any time in accordance with the rate per additional user agreed to on the Client Authorization Form, or by execution of a mutually agreeable written amendment to the Authorization Form.
- 1.4. Users shall be granted access to the CRM Software Service through issue of user names and passwords provided at project implementation. The Client shall be responsible for verifying the status of Users, and updating such lists on a regular basis. The Client is responsible for maintaining the confidentiality of usernames and passwords. The Client agrees to immediately notify Lasso of any unauthorized use of the CRM Software Services of which Client becomes aware.
- 1.5. In conjunction with the CRM Software Services Lasso will provide and maintain online help files.



1.6. Client understands that from time to time the Services may be added to, modified, or deleted from by Lasso and/or that portions of the Services may migrate to other formats. Lasso shall give prompt notice of any such changes to Client. Lasso may also expand or enhance the Services by providing additional features in the general course of Lasso's standard development methods and timetable. If these features are at the request or timing of the Client there may be additional cost.

2. Client Responsibility

2.1. It is Client's responsibility to provide for its own access to the Internet, arrange for secure Internet access and pay any service fees associated with such access and to train its Users in basic Internet access.

2.2. Lasso supports Clients that use the CRM Software Services to communicate information to persons who have explicitly requested such information. Client must use the CRM Software Services in compliance with all applicable laws including, but without limitation, privacy laws. Client may not use the CRM Software Services for any other purpose other than explicitly set out in this Agreement. Client will indemnify Lasso in accordance with the indemnity provisions specified in section 6.3 for any damages or out of pocket expenses incurred by Lasso resulting from Client's violation of any of the terms of this section 2.2.

2.3. Client agrees not to use the CRM Software Services to communicate any message or material that is harassing, libelous, threatening, obscene, or would violate the intellectual property rights of any party or is otherwise unlawful, or that constitutes or encourages conduct that could constitute a criminal offence, under any applicable law or regulation. Although Lasso is not responsible for any such communications, Lasso may suspend any such communications of which Lasso is made aware of, at any time, and provide prompt notice to the Client. Client will indemnify Lasso in accordance with the indemnity provisions specified in section 6.3 for any damages or out of pocket expenses incurred by Lasso resulting from Client's violation of any of the terms of this section 2.3.

2.4. Client shall provide Users with appropriate notice of the terms and conditions under which access to the Services is granted under this Agreement including, in particular, any limitations on access or use of the Services as set forth in this Agreement. In the event of any unauthorized use of the Services by a User, Lasso may terminate such User's access to the Services.

3. Professional Services and Support Services

3.1. Any additional professional Services relative to the Services, including implementation, training, consulting or customization will be by written agreement or purchase order and will be at Lasso's standard time and materials rate set out in the Authorization Form, charged to its clients generally.

3.2. Monthly support Services include project user access, data hosting, daily IT administration, data security and back-up processes and responding to User support inquiries during published hours of operation via email (support@mylasso.com) or telephone 1-866-995-2776.

3.3. Lasso shall use reasonable efforts to ensure that Lasso's servers have sufficient capacity and rate of connectivity to provide the Client and Users with uptime comparable to other similar service providers. If the Services fail to operate in conformance with the terms of this Agreement, Client shall immediately notify Lasso, and Lasso shall promptly use reasonable efforts to restore access to the Services as soon as possible. Lasso shall use reasonable efforts to ensure the protection of the Client's data used within the CRM Services from unauthorized access by a third party, or total loss.

3.4. Lasso shall use reasonable efforts to provide continuous service. Lasso reserves the right to schedule down-time for upgrades, repair and regular network maintenance which will be performed at a time to minimize inconvenience to Client and Users. Unless Lasso cannot do so for security or other reasons beyond Lasso's reasonable control, Lasso will give Client reasonable advance notice of such down-time.

4. Payment

4.1. The fees applicable to the Services are set out in the Client Authorization Form. Client will pay all state/provincial and federal taxes and duties, if applicable.

4.2. Fees for monthly CRM Software Services and monthly Professional Services commence upon completion of the Client Authorization Form. Fees for monthly CRM Software Services and monthly Professional Fees services are payable by credit card or preauthorized payment plan monthly in advance or may be invoiced quarterly in advance, payable prior commencement of the services. All other one-time services invoices are net thirty (30) days. Any undisputed sums bear interest at a rate of 1.5% per month, 18% per annum.



- 4.3. Lasso reserves the right to increase fees for CRM Software and Monthly Support and Professional Services on an annual basis following year one of the anniversary date of the executed Client Authorization Form.

5. Ownership and Confidentiality

- 5.1. Lasso and Client agree to maintain the confidentiality of any data relating to the usage of the CRM Software Services by Client and its Users or any Client-specific data ("Client Data"). All data collected externally, supplied, or received by the Client that is entered into, or used within the Services, are the sole property of the Client and is considered to be Client Data. Lasso will have access to Client Data for the sole purpose of providing technical support.
- 5.2. Lasso will provide the Services to the Client by means of network access. Any Client Data will be stored at one or more Lasso locations in digital form accessible by telecommunications links between such locations and authorized networks of Client.
- 5.3. Client acknowledges and agrees that nothing in this Agreement grants Client any ownership rights to the CRM Services, or any related trademarks, copyrights, trade secrets or patents. Client shall have no rights to the CRM Services except as set forth herein. All information and data concerning the CRM Services, is the intellectual property and confidential information of Lasso.
- 5.4. Client may use Lasso trademarks such as "Lasso" for marketing of their Company or a Project without prior written permission of Lasso. On Client's request, Lasso will provide examples of usage of Lasso's trademarks to Client.
- 5.5. Client shall not at any time whether before or after the termination of this Agreement disclose, furnish, or make accessible to anyone any confidential information of Lasso which confidential information is deemed to be the terms of this Agreement, methodologies using the Services or any information or statistics supplied to Client by Lasso in the course of providing the Services.
- 5.6. Client agrees that Lasso may use Client's name and logo to identify Client as a client on Lasso's website as a part of a general list of Lasso clients for use and reference in Lasso corporate and marketing literature and the use of 'Powered by Lasso' on Client project registration and contact us website pages. The release of any press release or marketing material identifying Client as a client of Lasso will be subject to Client's prior written approval, which will not be unreasonably withheld.

6. WARRANTY AND LIMITATION OF LIABILITY

- 6.1. SPECIFIC EXCLUSION OF OTHER WARRANTIES - THE SERVICES ARE PROVIDED "AS IS, WHERE IS." LASSO DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, DURABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LASSO IS NOT LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OR LOSS OF PROFITS RESULTING FROM THE SERVICES (OR ANY THIRD PARTY GOODS OR SERVICES) EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6.2. Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable legal fees, which arise from any alleged breach of such indemnifying party's agreements, representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.
- 6.3. Client shall be liable to Lasso for any loss Lasso suffers as a result of any breach of this Agreement by Client for Client's obligations to use the CRM Software Services in accordance with applicable law, including, without limitation, Do-Not-Call, privacy or anti-spam legislation.

7. Term and Termination

- 7.1. The term of a Single Project Agreement or an Unlimited Agreement is ongoing until terminated by either party by providing written notice of at least ninety (90) days in accordance with section 9.
- 7.2. If either party should default in the performance or observance of any of its obligations, then, in addition to all other rights and remedies available to the non-defaulting party, the non-defaulting party may suspend performance and observance of any or all its obligations under this Agreement, without liability, until the other party's default is remedied.

CRM SOFTWARE SUBSCRIPTION AGREEMENT & TERMS OF USE



- (a) Additionally, this Agreement shall terminate immediately and automatically if Client enters or is placed into receivership or if the Client is petitioned into bankruptcy or makes a proposal under the Bankruptcy Act for the benefit of its creditors, or ceases to carry on business or is wound up.
- (b) In the event that Lasso believes that Client has breached any of its obligations under this Agreement Lasso will notify Client. Client will have seventy-two (72) hours from the receipt of notice to cure the alleged breach and to notify Lasso in writing that cure has been effected. If the breach is not cured Lasso has the right to terminate the Agreement without further notice.
- (c) Upon termination of this Agreement access to the CRM Software Services by the Client and its Users will be terminated.

8. **General**

- 8.1. This Agreement together with the documents referred to in it contain the whole agreement between Lasso and Client relating to the Services.
- 8.2. Lasso may assign this Agreement in connection with a merger, amalgamation or corporate re-organization involving Lasso, or in connection with the sale of all or substantially all the assets of Lasso. Client may assign this Agreement on consent of Lasso, which consent will not be unreasonably withheld. If assignment is in connection with Client's merger or acquisition of Client by another party having a significantly greater number of Projects or Users than currently undertaken by Client then the parties shall mutually discuss a new set of payment terms.
- 8.3. This Agreement is governed by the laws of the Province of British Columbia, Canada. All disputes arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration or mediation under the rules of the British Columbia International Arbitration Centre. The place of arbitration of mediation shall be Vancouver, British Columbia, Canada.
- 8.4. The parties acknowledge that each is an independent contractor and nothing in this Agreement constitutes a joint venture or partnership and neither party has the right to bind nor act for the other as agent or in any other capacity.

9. **Notices**

All notices given will be in writing and may be hand delivered, or delivered via e-mail at the respective email addresses set out below. If mailed, the notices will be deemed received within 3 days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

IF TO LASSO

Lasso Data Systems Inc.
#2233 – 13353 Commerce Parkway
Richmond, BC, Canada, V6V 3A1
E-mail: clientservices@lassodatasytems.com

IF TO CLIENT

To the legal entity, address, signing authority name
and email address on the Client Authorization Form